

00-R-0828

(Do Not Write Above This Line)

A RESOLUTION

BY COUNCILMEMBER DEBI STARNES

AUTHORIZING THE MAYOR TO ACCEPT AND EXECUTE AN AGREEMENT TO PERMIT THE CONSTRUCTION OF TEMPORARY RETAINING WALLS EMPLOYING A PRESTRESSED TIE-BACK SYSTEM LOCATED WITHIN AND UNDER THE PUBLIC RIGHT-OF-WAY OF BAKER STREET LOCATED IN LAND LOT 78 OF THE 14th DISTRICT OF FULTON COUNTY, GEORGIA, WHERE-IN THE CITY RESERVES THE RIGHT TO LIMIT AND REGULATE THE USAGE OF THE SURFACE, SUB-SURFACE, AND AERIAL SPACES WITHIN THE RIGHTS-OF-WAY; TO PROVIDE CONDITIONS FOR ALLOWING SAME; AND FOR OTHER PURPOSES.

ADOPTED BY JUN 19 2000 COUNCIL

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred 6/5/00

Referred To: City Utilities

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee _____
 Date _____
 Chair _____
 Referred to _____

Committee City Utilities
 Date 6-13-00
 Chair Debi Starnes
 Action: Fav, Adv, Hold (see rev. side)
 Other: _____
 Members [Signatures]
 Refer To _____

Committee _____
 Date _____
 Chair _____
 Action: Fav, Adv, Hold (see rev. side)
 Other: _____
 Members _____
 Refer To _____

Committee _____
 Date _____
 Chair _____
 Action: Fav, Adv, Hold (see rev. side)
 Other: _____
 Members _____
 Refer To _____

Committee _____
 Date _____
 Chair _____
 Action: Fav, Adv, Hold (see rev. side)
 Other: _____
 Members _____
 Refer To _____

FINAL COUNCIL ACTION

- 2nd
- 1st & 2nd
- 3rd
- Readings
- Consent
- V Vote
- RC Vote

CERTIFIED

CERTIFIED JUN 19 2000

ATLANTA CITY COUNCIL PRESIDENT

[Signature]

CERTIFIED JUN 19 2000

MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED JUN 27 2000 [Signature]



CITY COUNCIL
ATLANTA, GEORGIA

RESOLUTION

00- R -0828

COUNCILMEMBER DEBI STARNES

AUTHORIZING THE MAYOR TO ACCEPT AND EXECUTE AN AGREEMENT TO PERMIT THE CONSTRUCTION OF TEMPORARY RETAINING WALLS EMPLOYING A PRESTRESSED TIE-BACK SYSTEM LOCATED WITHIN AND UNDER THE PUBLIC RIGHT-OF-WAY OF BAKER STREET LOCATED IN LAND LOT 78 OF THE 14TH DISTRICT OF FULTON COUNTY, GEORGIA, WHEREIN THE CITY RESERVES THE RIGHT TO LIMIT AND REGULATE THE USAGE OF THE SURFACE, SUB-SURFACE, AND AERIAL SPACES WITHIN THE RIGHTS-OF-WAY; TO PROVIDE CONDITIONS FOR ALLOWING SAME; AND FOR OTHER PURPOSES.

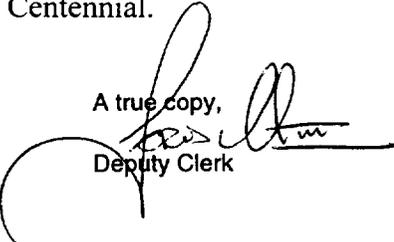
WHEREAS, Centennial Hill Development Partners, L.L.C., a Georgia limited liability company (hereinafter referred to as "Centennial") is the owner of a certain parcel of land adjoining the public rights-of-way of Baker Street and Techwood Drive located in Land Lot 78 of the 14th District of Fulton County, Georgia, and being more particularly described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Centennial desires to obtain permission from the City of Atlanta to construct and maintain a temporary tie-back system which employs temporary anchors within the right-of-way below the surface of Baker Street.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

1. The Mayor is authorized to accept and execute on behalf of the City of Atlanta an agreement between the City and Centennial which permits Centennial to construct and maintain a tie-back system in the right-of-way. Said agreement shall be in substantially the form attached hereto as Exhibit B.
2. The Commissioner of Public Works, acting as the Mayor's designee, is authorized to review and approve the terms and conditions for the construction, maintenance, and detensioning of said temporary tie-back system, and to review and approve the plans and specifications for the same.
3. The City Attorney is hereby authorized to review an appropriate agreement for execution by the Mayor, to be approved by the City Attorney as to form.
4. This agreement shall not become binding on the City and the City shall incur no liability upon same until such agreement has been executed by the Mayor and delivered to Centennial.

A true copy,


Deputy Clerk

ADOPTED by the City Council
APPROVED by the Mayor

JUNE 19, 2000
June 27, 2000



EXHIBIT A

Legal Description for Property

All that tract of land in Land Lot 78 of the 14th District, City of Atlanta, Fulton County, Georgia, described as follows:

Beginning at an iron pin set at the northeast intersection of Baker Street (60-foot right-of-way) and Techwood Drive (70-foot right-of-way); running thence along the east right-of-way line of Techwood Drive North 00 degrees 27 minutes 41 seconds East 336.28 feet to an iron pin set at the southeast intersection of Techwood Drive and Simpson Street (40-foot right-of-way); thence along the south right-of-way line of Simpson Street, South 89 degrees 59 minutes 25 seconds East 382.63 feet to an iron pin set at the southwest intersection of Simpson Street and Williams Street (60-foot right-of-way); thence along the west right-of-way line of Williams Street south 00 degrees 11 minutes 21 seconds West 336.43 feet to an iron pin found at the northwest intersection of Williams Street and Baker Street; thence along the north right-of-way line of Baker Street North 89 degrees 57 minutes 58 seconds West 384.24 feet to the point of beginning, said tract containing approximately 128,977.79 square feet or 2.9606 acres.



OF GEORGIA
COUNTY OF FULTON

TIE BACK AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of this ___ day of _____, 2000, by and between THE CITY OF ATLANTA, a municipal corporation of the State of Georgia (hereinafter referred to as the "City"), and CENTENNIAL HILL DEVELOPMENT PARTNERS, L.L.C., a Georgia limited liability company (hereinafter referred to as "Centennial").

W I T N E S S E T H :

WHEREAS, Centennial owns that certain tract of land located between Williams Street, Baker Street, Simpson Street, and Techwood Drive and more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Tract"); and

WHEREAS, Centennial intends to construct a residential condominium building (hereinafter referred to as the "Project") on the Tract; and

WHEREAS, Centennial has requested that the City permit the construction of a retaining wall system which employs temporary anchors within the right-of-way below the surfaces of Baker Street (hereinafter referred to as the "Anchor System"), the approximate location of which is as shown on plans described on Exhibit "C" attached hereto and made a part hereof (hereinafter referred to as the "Plans") which Plans are or will be placed on file in the Office of Commissioner of Public Works of the City of Atlanta (hereinafter referred to as the "Commissioner"); and

WHEREAS, Centennial has procured consent from the utilities and other necessary parties required by the City for the construction of the Anchor System; and

WHEREAS, The Council of the City adopted certain Resolution on _____, 2000 to permit construction of the Anchor System in accordance with certain terms and conditions, a copy of which Resolution is attached hereto as Exhibit "B" (hereinafter referred to as the "Resolution"); and

WHEREAS, Centennial and the City hereto desire to enter into this Agreement to set forth the provisions and conditions of the Resolution;

NOW THEREFORE, for and in consideration of the mutual agreements between the parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:



Construction and Maintenance of Anchor System. Centennial agrees to construct and maintain the Anchor System during the period for construction of the Project (or until it is unloaded as hereinafter provided) at its sole expense, in a condition satisfactory to the Inspector of Buildings of the City (hereinafter referred to as the "Inspector") and the Commissioner and in substantial conformance with the Plans. The Plans shall be submitted by Centennial for approval by the Inspector and the Commissioner and will be modified until so approved by the Inspector and Commissioner. The City hereby agrees to issue a permit for the construction and maintenance of the Anchor System beneath the right-of-way of Baker Street upon approval of the Plans by the Inspector and the Commissioner. The City further agrees that Centennial may, at its discretion, subcontract with another party ("Subcontractor") for the construction, maintenance, use, unloading or removal of the Anchor System, provided the Anchor System is installed substantially in accordance with the Plans.

2) Removal of the Anchor System. Upon completion (as hereinafter defined) of the Project, if the Commissioner deems the removal of the temporary anchors in the Anchor System from beneath the public right-of-way of Baker Street advisable, then the City at its election, may remove said temporary anchors at the City's expense. If, prior to the Completion of the Project, the Commissioner notifies Centennial in writing that such anchors in the public right-of-way, in the reasonable opinion of the Commissioner, constitute a clear and eminent danger to public life and safety, including, but not limited to, the possibility of the rupture of gas mains or high voltage underground electrical cables, then Centennial or Centennial's Subcontractor shall take action to remove, or cause the removal of such temporary anchors in as expeditious a manner as practicable, considering the support requirements of the Project and the public hazard involved. For purposes of this Agreement, "Completion" of the Project shall occur when the City issues its written acceptance of appropriate unloading of the Anchor System in accordance with paragraph 3 below. Centennial affirms and acknowledges that the permanent part of the structural components of the Project shall not be located in any portion of the public right-of-way, except that which may be permitted pursuant to a duly executed agreement drawn in conformance with the ordinances of the City.

3) Unloading of Anchor System. Upon completion of that portion of the construction work of the Project that requires the Anchor System to be in place, Centennial or Centennial's Subcontractor shall unload the pressure on the stretched cables, running from the temporary anchors into the retaining wall in the Anchor System, in accordance with the specifications for such unloading described in the Plans. After such unloading, that portion of the Anchor System to be abandoned by Centennial, including both concrete or grout anchorage blocks and steel strands or rods, will be left in a neutral state of stress internally due to loads imposed by the installation, use and unloading of the Anchor System. The Anchor System will be unloaded in the presence of an independent consultant engineer selected by Centennial or Centennial's Subcontractor who will certify as to the satisfactory completion of said unloading and, upon occurrence of such unloading, Centennial, Centennial Subcontractor or either of their designees shall certify in writing to the City that the pressure on the cables has been unloaded as aforesaid. Upon receipt of such certification,



shall issue a written acceptance of such certification, in recordable form, to be recorded in appropriate public records of Fulton County, Georgia.

4) Indemnification. Centennial agrees to indemnify and hold harmless the City and its officials, officers and employees against all expenses, claims, suits, actions, judgment, and losses arising out of or caused by the construction, maintenance, design, use, unloading or removal of the Anchor System; provided, however, such indemnification shall not extend to expenses, claims, suits, actions, judgments or losses arising out of, resulting from, or caused by the negligence or willful misconduct of the City, its agents and its employees. Centennial's indemnification of the City as set forth herein shall not extend to expenses, claims, suits, actions, judgments, or losses arising out of, resulting from, or caused by the acts or omissions, whether or not negligent, of the City, its agents, and its employees related to the removal of any portions of the Anchor System conducted at the City's election, provided such removal activities were not undertaken due to Centennial's failure to remove the Anchor System as requested for public safety reasons as provided in paragraph 2 above. In no event shall the City be deemed to have waived its indemnification rights against Centennial or by the virtue of modifications required or not required to the Plans by the City, even if such actions respecting the Plans by the City are found to be negligent as a matter of law. This indemnification shall remain in effect from the date of this Agreement until the date the City issues acceptance of Centennial's certificate of unloading described in paragraph 3 above, at which time this indemnification shall expire and become null and void.

5) Insurance. Centennial agrees to furnish, or cause its Subcontractor to furnish, to the City, at no expense to the City, a policy of public liability insurance, or certificates of insurance evidencing same, for the City, its officials, officers, and employees named therein providing coverage for personal injuries in the sum of \$300,000.00 for injuries to one person and \$1,000,000.00 for personal injuries arising out of any accident and property damage coverage in the sum of \$500,000.00 for any one claim, and \$1,000,000.00 for property damage arising out of any one accident, resulting from the construction, maintenance, use, design, unloading or removal of the Anchor System. Said policy shall be continued and maintained by Centennial at Centennial's sole expense, from the date of the commencement of installation of the Anchor System until the date of Completion. Centennial further agrees that its obligations to hold the City harmless and indemnify the City shall not be limited to the limits of said policy of insurance.

6) Successors and Assigns. Centennial agrees that terms and conditions for the construction, maintenance, design, and unloading of the Anchor System and Centennial's indemnification of the City contained in paragraph 4 above are binding upon its successors and assigns and that no assignment of this Agreement shall be effective without prior written approval thereof by the governing authority of the City, which approval shall not be unreasonably withheld or delayed.

7) Notice. The parties hereto agree that any notice given to a party relating to this Agreement shall be in writing, delivered by a hand, or mailed, postage prepaid, by registered or



mail, return receipt prepaid, by registered or certified mail, return receipt requested, or by a reputable "overnight" courier providing international service, as follows:

To: Centennial Hill Development Partners, L.L.C.
2255 Cumberland Parkway
Suite 1950
Atlanta, Georgia 30339
Attention: Satish S. Lathi

With a copy to: Long Aldridge & Norman LLP
5300 SunTrust Plaza
303 Peachtree Street
Atlanta, GA 30308
Attention: Sharon A. Gay, Esq.

To City: CITY OF ATLANTA
Department of Public Works
55 Trinity Avenue SW
Atlanta, GA 30335
Attention: Commissioner

[Remainder of page intentionally left blank]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate counterparts by their duly authorized officers, and their seals to be affixed as of the date first above written.

"CITY"

Signed, sealed and delivered as to the City in the presence of:

CITY OF ATLANTA,
a municipal corporation

Unofficial Witness

Bill Campbell
Mayor

Notary Public
Date: _____
My Commission Expires: _____

Attest: _____
Municipal Clerk

{NOTARIAL SEAL}

{SEAL OF THE CITY}

STATE OF GEORGIA

COUNTY OF FULTON

Approved:

Chief Operating Officer [SEAL]

Approved:

Print Name: _____ [SEAL]
Commissioner of the Department
of Public Works



Approved as to form:

Print Name: _____ [SEAL]
Deputy City Attorney

Approved:

Print Name: _____
Chief Financial Officer

"Centennial"

*Signed, sealed and delivered as
to Centennial in the presence of:*

Unofficial Witness

**Centennial Hill Development Partners
L.L.C., a Georgia limited liability company**

By: _____
Satish S. Lathi

Notary Public

Date: _____

My Commission Expires: _____

{NOTARIAL SEAL}



EXHIBIT "A"

Legal Description for Property

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EXHIBIT "B"

Resolution



EXHIBIT "C"

Plans

Those drawings titled "Centennial Condos, Excavation Support System", prepared by Schnabel Foundation Company, dated May 10, 2000 and stamped by Joseph Cavanaugh, Georgia PE # 024511 as follows:

Drawing 1 - "Plan, Schedules and Notes"

and design criteria and calculations titled "Temporary Shoring Design for Centennial Condos", prepared by Schnabel Foundation Company, dated May 11, 2000 and stamped by Joseph Cavanaugh, Georgia PE # 024511.

RCS# 2016
6/19/00
2:32 PM

Atlanta City Council

Regular Session

Consent Agenda Pages (1 - 8)

SEE ATTACHED LISTING OF
ITEMS ADOPTED/ADVERSED
ON CONSENT AGENDA

ADOPT

YEAS: 13
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 0
ABSENT 2

Y McCarty	Y Dorsey	Y Moore	Y Thomas
Y Starnes	Y Woolard	Y Martin	Y Emmons
Y Bond	Y Morris	B Maddox	Y Alexander
B Winslow	Y Muller	Y Boazman	NV Pitts

ITEM (S) REMOVED FROM
CONSENT AGENDA
00-O-0795
00-R-0831

PRESIDENT PITTS RECUSED ON 00-
O-0756.

06/19/00 Council Meeting	
ITEMS ADOPTED ON CONSENT AGENDA	ITEMS ADVERSED ON CONSENT AGENDA
<ol style="list-style-type: none"> 1. 00-O-0756* 2. 00-O-0626 3. 00-O-0749 4. 00-O-0760 5. 00-O-0829 6. 00-O-0836 7. 00-O-0709 8. 00-O-0710 9. 00-R-0750 10. 00-R-0817 11. 00-R-0839 12. 00-R-0529 13. 00-R-0813 14. 00-R-0717 15. 00-R-0823 16. 00-R-0841 17. 00-R-0819 18. 00-R-0822 19. 00-R-0828 20. 00-R-0810 21. 00-R-0856 	<ol style="list-style-type: none"> 22. 00-R-0796 23. 00-R-0797 24. 00-R-0798 25. 00-R-0799 26. 00-R-0800 27. 00-R-0801 28. 00-R-0802 29. 00-R-0803 30. 00-R-0804 31. 00-R-0805 32. 00-R-0806 33. 00-R-0807 34. 00-R-0808 35. 00-R-0809 <p style="text-align: center; margin-top: 20px;">*PRESIDENT PITTS RECUSED ON 00-O-0756.</p>